

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DONALD KAISER,</b>	:	
<b>Plaintiff</b>	:	
	:	<b>CIVIL ACTION</b>
<b>vs.</b>	:	
	:	<b>No.</b>
<b>MBG COMMUNICATIONS, INC.,</b>	:	
<b>t/a WFMZ-TV,</b>	:	<b>JURY TRIAL DEMANDED</b>
<b>Defendant</b>	:	

**COMPLAINT**

1. The Plaintiff, Donald Kaiser, is an adult individual residing at 258 S. Penn Street, Pottstown, Montgomery County, Pennsylvania 19465.

2. The Defendant, MBG Communications, Inc., is a business corporation and believed to be organized under the laws of the Commonwealth of Pennsylvania and trading as WFMZ-TV with offices at 301 E. Rock Road, Allentown, Lehigh County, Pennsylvania 18105.

**JURISDICTION**

3. This Honorable Court has jurisdiction over this matter pursuant to 28 U.S.C. §1331 and §1343 and Title VII of the Civil Rights Act of 1964, as amended [“Title VII”], 42 U.S.C. §2000(e) et seq.

4. All conditions precedent to jurisdiction under Title VII have occurred or been complied with, to wit: Plaintiff filed a Charge of Employment Discrimination with the Equal Employment Opportunity Commission [“EEOC”] within 180 days of the unfair employment practices, EEOC issued a Notification of Right to Sue dated October 6, 2003, which Plaintiff received about October 9, 2003 and Plaintiff filed his Complaint within 90 days of receipt of Notification of Right to Sue.

5. Defendant is an employee within the meaning of Title VII in that Defendant is engaged in an industry that affects commerce and employs more than fifteen employees for such working day in each twenty or more calendar weeks in the current or preceding year.

6. At all times herein relevant, Defendant significantly affected or controlled Plaintiff's access to employment at Defendant's place of business.

7. In October of 2000, Defendant hired Plaintiff as an on-air reporter for Defendant WFMZ-TV, Channel 69 in Allentown, Lehigh County, Pennsylvania.

8. At all times herein relevant, Plaintiff worked diligently and professionally with an excellent work performance and attendance record.

9. At all times herein relevant, Plaintiff's employment contract with Defendant contained a non-compete clause prohibiting employees from working within an 85-mile zone under certain circumstances.

10. At all times herein relevant, Defendant knowingly, intentionally, purposefully allowed female employees an exclusion from Defendant's non-compete clause, thus allowing Defendant's female reporters to obtain alternate employment within the 85 mile zone.

11. On October 8, 2002, Plaintiff voluntarily left his employment with Defendant.

12. At the time aforesaid, Defendant knowingly, intentionally, purposefully refused to allow male Plaintiff the same exclusion from Defendant's non-compete clause that Defendant allowed to female employees.

13. As a direct and proximate result of Defendant's aforesaid invidious discrimination based upon gender, Plaintiff suffered loss of job opportunities in the Philadelphia media market.

14. As a direct and proximate result of Defendant's invidiously discriminatory actions, as aforesaid, Plaintiff has suffered damages due to loss of future income, benefits, commissions, earnings and earnings capacity.

15. As a direct and proximate result of Defendant's invidiously discriminatory actions, as aforesaid, Plaintiff suffered mental anxiety, anguish, distress, humiliation and sleeplessness for which damages are claimed.

16. Defendant's aforesaid actions were outrageous, egregious, malicious, intentional, willful, wanton and in reckless disregard of Plaintiff's rights entitling Plaintiff to punitive damages.

WHEREFORE, Plaintiff demands: 1) judgment against Defendant in excess of Seventy-Five Thousand (\$75,000.00) Dollars, together with interest, costs of suit and reasonable attorney fees; and 2) an order precluding Defendant from enforcing its non-compete clause against Plaintiff in an invidiously discriminatory manner.

*Orloski, Hinga, Pandaleon & Orloski*

---

Richard J. Orloski  
Attorney for Plaintiff  
Attorney ID No. 09857  
111 N. Cedar Crest Blvd.  
Allentown, PA 18104  
610-433-2363